

**TOWN OF NORTH HEMPSTEAD**  
**DEPARTMENT OF PUBLIC WORKS**



**REQUEST FOR PROPOSALS**

**STABILIZATION OF SLOPES AT THE BEACON HILL PROPERTY,  
PORT WASHINGTON  
DPW PROJECT NO. 15-21**

March 28, 2016

## **TOWN OF NORTH HEMPSTEAD**

### **REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES FOR STABILIZATION OF SLOPES AT THE BEADON HILL PROPERTY, PORT WASHINGTON DPW PROJECT 15-21**

**March 28, 2016**

#### **I. INTRODUCTION**

The Town of North Hempstead (the “Town”) is a municipal corporation under the General Municipal Law of the State of New York and the Town Law of the State of New York (the “State”) serving a jurisdiction of 220,000 residents, located in northwestern Nassau County.

The Town is interested in hiring a consultant to provide engineering services for the stabilization of The Bluffs at Beacon Hill, located in the Town of North Hempstead, Nassau County, New York. The area of the bluffs consists of approximately 30 acres located along Beacon Hill Road (W. Shore Road), southeast of Summit Road, north of the capped landfill, and east of Harbor Links Golf Course. The Bluffs have been experiencing localized slope failures from storm water runoff which has created significant erosion.

#### **II. PROCEDURES**

##### **A. SUBMISSION PERIOD**

Respondents must submit their proposals on or before 4:00 p.m. Friday, April 15<sup>th</sup>, 2016 (the “Submission Deadline”). The Town’s governing body, the Town Board, expects to select a firm for the Project (the “Awardee”) from among the respondents on or about May 10<sup>th</sup>, 2016.

##### **B. PREPARATION OF PROPOSAL**

Each Proposal shall be prepared concisely, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the Proposal must follow the outline in Section III of this RFP, entitled **Requirements**. Each Proposal should fulfill the stipulations outlined in Section III, be clearly numbered, and completely answer all questions listed.

### **C. NUMBER OF COPIES OF PROPOSAL**

Five (5) paper copies and one (1) electronic copy of the Proposal must be submitted to the Town's Department of Public Works to the attention of Paul DiMaria, P.E., Commissioner.

### **D. INQUIRIES AND SUBMISSION OF PROPOSALS**

Questions about the RFP and the submission of Proposals shall be directed in writing to:

Paul DiMaria, P.E., Commissioner  
Department of Public Works  
Town of North Hempstead  
285 Denton Ave.  
New Hyde Park, NY 11040  
(516) 739-6717 (fax)  
[dimariap@northhempstead.com](mailto:dimariap@northhempstead.com)

All Proposals must be received at the above address before the Submission Deadline, either by hand delivery, courier or by certified mail in a sealed envelope, to the above office. The Town is under no obligation to return Proposals. All contact with the authorized contact person shall be made by fax or email. No contact with any Town personnel other than the authorized contact person is allowed until such time as an award has, or awards have, been made. Violation of this provision may be grounds for immediate disqualification. Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

### **E. LONGEVITY OF PROPOSALS**

A Proposal may be withdrawn at any time prior to the date specified as the Submission Deadline. However, no Proposer may withdraw or cancel a Proposal for a period of ninety (90) days following the Submission Deadline, nor shall the successful Proposer withdraw or cancel or modify the Proposal, after having been notified that the Proposal has been accepted by the Town, except at the request of the Town, or with the Town's written consent.

### **F. METHOD OF SELECTION OF AWARDEE**

A Town Selection Committee will evaluate each Proposal with emphasis on the following factors:

- Demonstrated relevant experience in performing projects of comparable value and scope to the type contemplated by this RFP
- Reasonableness of fees and cost
- Expertise and technical approach of the Proposal, explaining the degree to which the respondent's interpretation of the work meets the needs and goals of the

Town

- Quality of overall organizational strength of respondent's project team
- References, reputation and strength of current team financials
- Quality of the Proposal – adherence to Section III – Requirements (following), to include conciseness, clarity and readability

#### **G. RIGHT OF REJECTION BY THE TOWN**

Notwithstanding any other provisions of this RFP, the Town reserves the right to select the respondent that best meets the requirements of the RFP, and not necessarily the lowest bidder. Further, the Town reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or in part, this RFP, (2) withdraw or cancel this RFP, or (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the Town.

#### **H. NOTICE OF AWARD**

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued by the Town. Neither the selection of a respondent as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

#### **I. CONTRACT NEGOTIATIONS**

The Town intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the Town in a form satisfactory to the Town Board.

The Town reserves the right to negotiate the terms and conditions of the Contract(s) with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute a binding commitment on behalf of the Town to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

### **III. REQUIREMENTS**

#### **A. BACKGROUND**

In 2011, a Geotechnical and Engineering Design Study was completed for the Stabilization of the Bluffs. At that time, it was proposed that a design of the entire slope stabilization be completed and construction would be completed in phases. A copy of the study will be available for review at the office of the Department of Public Works, 285 Denton Ave., New Hyde Park, NY.

The Town is requesting proposals for two separate design tasks.

Task 1: design of a plan for stabilization of the 30-acre bluff area at the Beacon Hill property, adjacent to Harbor Links Golf Course. The bluff area has localized slope failures from stormwater runoff which has created significant erosion. At the time of the study, the remainder of the bluff was generally globally stable with areas of minor erosion or washouts. The stabilization for the bluff area will be bid publicly as three separate phases.

Task 2: design for the repair or reconstruction of the tee box area at the 3<sup>rd</sup> tee of the Harbor Links Golf Course. Over the last few years, this area has experience erosion issues and large areas have had washouts. The area around the tee box must be stabilized and reinforced in order to maintain the normal operation of the golf course. Design must include a careful plan for mobilization, due to limited access to the tee box.

#### **B. SCOPE OF SERVICES**

The exact Scope of Services required by the Town shall be set forth in the contractual agreement between the Town and the Awardee. The Scope of Services shall include, but is not limited to, the following phases of work and tasks:

- Topographic and Outbound Survey
- Preparation of Specifications and Construction Documents
- Bid Document Preparation, Review and Evaluation
- Construction Administration
- Construction Inspection

The Scope of Services shall consist of assisting the Town through the design and construction phases of the Project. Construction of the project shall be bid publicly in four (4) separate phases: Bluff Stabilization Phase I, Bluff Stabilization Phase II, Bluff Stabilization Phase III and Improvements of Third Tee Box at Harbor Links Golfcourse. Upon receiving the responses to this RFP, the Town, in its sole discretion, may decide to contract services up to, but not including, the Construction Inspection phase. Proposers are invited to submit cost estimates for the entire Scope of Services herein, separating out the

## Construction Inspection phase.

### 1) Topographic and Outbound Survey

Updated topographic data will be compiled into plans based upon conventional survey methods and within the Horizontal Datum and Vertical Datum approved by the Town. The plans will comply with the National Map Accuracy Standards for topographic mapping. These plans will supplement the existing information collected for the original design study and be utilized for the preparation of a base map to be used for design purposes. The topographic compilation and mapping will consist of the subject area as well as an approximate 200-foot overlap.

The metes and bounds of the parcels within the 40± acre area will be established based upon past property survey information, title binders supplied by the client prior to starting the survey, deeds, filed maps, and current field conditions. Existing easement data as can be ascertained by review of the title documents will be shown or referenced. Existing buildings, structures, and visible improvements will be located and depicted on the plan.

Evidence of site-specific underground utility locations will not be depicted unless readily visible.

The survey will also include, but not be limited to, the following: topographical information at 2 foot intervals, rim and invert information on drainage system along Beacon Hill Road, and trees greater than 8 inch DBH.

The Consultant should provide a fee for services for a metes and bounds survey of the property, in the event that the Town is unable to produce existing survey information.

### 2) Preparation of Specifications and Construction Documents

This item consists of the preliminary/final construction documents that will be prepared in accordance with the Geotechnical and Engineering Design Study, outbound and topographic surveys, and Town, County, and State ordinances as required. This task will include:

- a) Preparation of a conceptual design of the project area including grading and design options/alternatives with the Town prior to starting construction documents for phase 1. This will include a discussion/understanding of the earthwork required for the project. The conceptual plans will be developed to a level of detail that will allow for the preparation of construction documents for future phases.
- b) Preparation of construction documents for bidding purposes will include but not be limited to the following for Phase 1;

- (i) Cover Sheet
  - (ii) Existing Conditions and Tree Removal Plan
  - (iii) Layout and Utility Plan
  - (iv) Grading and Erosion Control Plan
  - (v) Sections and profiles, as required
  - (vi) Phasing Plan
  - (vii) Landscaping and Vegetation Plan
  - (viii) Construction details
- c) The Awardee will submit 50% complete drawings for the Town's review, an Engineer's Estimate of Costs, and an outline of the technical specifications to be included within the construction documents. The Awardee will incorporate any changes into the final documents the Town may have, regarding their review of the 50% complete drawings, estimate, and technical specifications outline.
- d) Preparation of a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the NYSDEC general permit (GP-0-10-001) for land disturbing activity greater than 1 acre. It is anticipated that the design will implement standard design practices in accordance with the NYSDEC Stormwater Manual for stormwater runoff quality and quantity. The consultant will also prepare and process the Notice of Intent (NOI) for the project. The Stormwater management plan and calculations will include all off-site contributing drainage areas which will be indicated on maps provided within the plan.
- e) Storm drainage and infiltration basin design, profiles and details.
- f) Performing percolation tests within the vicinity of the proposed infiltration basin.
- g) Slope stabilization design utilizing reverse pitch benches, soil reinforcement (if required), and retaining walls.
- h) Landscaping and vegetation plan, including locations and details
- i) Preparation of technical specifications
- j) Earth work analysis of the final design
- k) Upon completion of the preliminary design, the Awardee shall prepare and provide to the Town, an estimate of probable construction costs, utilizing an itemized bid schedule.
- l) Assist the Town in securing bids from qualified contractors. This will include answering questions relative to the design and issuing any Addendum that might be required.

- m) Review of all bids and providing comments to the Town.
- n) The Awardee will provide the Town with supporting documentation for SEQRA; this will include information to be included in a long environmental assessment form (EAF), supporting plans, and other such documents.
- o) Attendance at (6) six project meeting(s)
- p) The Awardee must provide a Project design schedule, indicating key milestones and anticipated dates of completion for preliminary and final design. It is understood that changes in the Project scope may affect the schedule.
- q) The preliminary design shall be presented to the Town for comment, revision and finalization prior to final design.

2) Final Plans, Specifications and Construction Documents

- a) Following the approval of the preliminary plans by the Town, the Awardee shall prepare all necessary design plans, drawings and detail specifications to be used for Project construction. Drawings must conform to professional practice standards and be comprised of all architectural and engineering plans, profiles, sections, perspectives, details, and all other drawings necessary to illustrate the scope of the work.
- b) The Awardee shall provide a revised Project design schedule, indicating key milestones and dates of completion for final design and construction. It is understood that changes in the Project scope may affect this revised schedule.
- c) Upon completion of final design, the Awardee shall revise and provide to the Town, an estimate of probable construction costs, utilizing an itemized bid schedule.
- d) The Awardee shall be responsible for all reproduction costs, including submittals of up to five (5) sets of reports, plans and contract documents, as necessary to advance the contract to a final review and acceptance by the Town. When all aforementioned documents are acceptable to be released for public bidding, the Town will authorize the Awardee to have the necessary number of reproductions printed, and the Town agrees to compensate the Awardee for the actual cost(s) of printing. An estimate of reproduction costs, including 25 sets of bid documents, should be included in the Awardee's proposal. The Town reserves the option to reproduce the documents at its own facilities.



- e) All completed drawings and original master specification sheets shall be the property of the Town, but may, during the course of the performance of the Project, remain in custody of the Awardee unless otherwise directed by the Town. In the event of revisions in original specifications or drawings, the Awardee shall submit revised prints to the Town without the extra cost. Digital copies of all documents shall be furnished to the Town.
- f) It is anticipated that the entire Project will be bid as three (3) separate phases of construction for the Bluffs portion of the work and a separate fourth phase for the improvements to the tee box at Harbor Links. Design for the repair/reconstruction of the tee box shall be completed no later than September 1, 2016. Design/engineering work for the 3 phases of construction of the bluff stabilization shall be completed no later than November 1, 2016.

3) Bid Document Preparation, Review and Evaluation

- a) Prepare bidding documents to let the Project for bid in accordance with all Federal and State procurement provisions. Provide digital copies of all files to the Town. (Letting the Project for bid, along with advertising, shall be the responsibility of the Town.)
- b) Attend a pre-bid meeting with potential general and sub-contractors. Provide minutes to Town staff.
- c) Answer questions related to the design documents.
- d) Prepare any addenda documents that may be needed.
- e) Review bid proposals and assist in the determination of the lowest responsive and responsible bidder that complies with all of the conditions of the Request for Bids.
- f) Attend a post-bid meeting if necessary, to discuss alternate work items. Provide minutes to Town staff.

4) Construction Phase Services

The Awardee must have a demonstrated record of experience administering construction activities of building construction projects. Services shall include the following:

- a) Hold a pre-construction meeting.

- b) Review construction schedule and cost breakdown.
- c) Attend construction meetings with the Town and its contractors, subcontractors, and suppliers relating to this Project. Provide minutes to Town staff.
- d) Respond to contractor requests for information.
- e) Review contractors' submittals.
- f) Advise the Town in a monthly report about review, investigation or answering RFPs, submittals, pay applications, review schedules, project/product issues, and closeout documents.
- g) Check with, and advise the Town as to the approval of all shop detail drawings, construction drawings, and other items involved requiring approval during construction.
- h) Prepare a testing program, obtain quotations, submit recommendations to the Town for approval, supervise such work and bill the Town at actual cost.
- i) Review and report to the Town upon all tests of machinery, equipment, or material incorporated in the construction.
- j) Be available to advise the Town upon technical phases of the work.
- k) At the conclusion of construction, the Awardee will create a punchlist and approve final acceptance of construction work.
- k) Furnish to the Town the original set of construction documents modified and noted in ink to show all field changes or alterations. These "As-built Plans" shall be prepared on Mylar or reproducible sheets suitable for long-term storage and future reproduction. If the As-built Plans are prepared using AutoCAD, files shall be furnished on disc, in a format approved by the Town.
- l) A list of all professional personnel to be employed in this phase of the Scope of Services shall be submitted to the Town for approval. If requested, the experience of such persons shall also be submitted. The Town reserves the right to deny approval of any such person, or to require their subsequent replacement with an individual of equal or superior capabilities without giving any reason for such action by the Town.
- m) The Awardee providing these architectural/engineering services shall not be permitted to bid for the construction of the Project.

5) Extra Work

If the Awardee is caused extra drafting or other expenses due to changes ordered by the Town after final plans have been accepted and approved, or due to changes to the Project that are ordered by the Town during construction, the Town may provide extra compensation to the Awardee upon a fair and equitable basis.

6) Special Services

If authorized in writing by the Town, the Awardee shall perform or arrange to have done for the Town additional services of the following types that will be paid for by the Town:

- a) Additional copies of reports, contract drawings and documents above the specified number furnished under III. B.(3) above.
- b) Assistance to the Town as expert witnesses in litigation (not applied to action in which the Awardee is involved).
- c) Additional services in connection with the Project not otherwise provided for in the Scope of Services.
- d) Such other special studies, consultations and/or services as may be authorized in writing by the Town.

**C. STANDARD PRACTICES**

In performing the services required under the contract, the Awardee shall follow and adhere to the following standard Town practices insofar as they are applicable to the work to be performed.

- 1) An Engineer, Architect or Surveyor (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the Town shall be in charge of all work.
- 2) A list of all professional personnel to be employed in the work shall be submitted to the Town for approval. If requested, the experience of such persons shall also be submitted. The Town reserves the right to deny approval of any such person, or to require their subsequent replacement with an individual of equal or superior capabilities without giving any reason for such action by the Town. The Awardee will submit salary schedules for employees assigned to the project.

- 3) Any reports prepared under this agreement shall be of 8 ½” x 11” format with the 11” dimension being the vertical size. Cover and binding shall be as agreed upon by the Town. Oversize exhibits (if required) shall be foldouts or shall be contained within a “pocket” bound into the report. Digital copies of all materials shall be furnished to the Town of all deliverables and become the property of the Town.
- 4) Any specifications prepared under this agreement shall:
  - a) be within an 8 ½” x 11” format;
  - b) include the Town’s General Conditions clauses (a current copy of which will be provided by the Town) which may be supplemented or modified upon approval by the Town of such supplements or modifications;
  - c) when printed, be color-coded per the standard Town practice; and
  - d) have a cover, the content and format of which shall conform to current Town practices.
- 5) The word “plans” shall be synonymous with the word “drawings”. Any plans prepared under this agreement shall:
  - a) have a title sheet conforming to current Town practice;
  - b) be signed and sealed by the licensed professional on the title sheet;
  - c) be in ink on Mylar, or be an accurate photographic Mylar reproduction of any work originally done in pencil; and
  - d) be of the following size:
    - (i) 8 ½” x 11” or foldout multiples thereof, if to be bound into the specification book, subject to approval by the Town;
    - (ii) 22” x 36” for highway, drainage and similar type projects;
    - (iii) a minimum of 22” x 36” to a maximum of 36” x 48” for buildings, parks and similar type projects; and
    - (iv) for mapping work, shall be on sheets of an appropriate length with a maximum width of 42 inches.
- 6) All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from Town, County, State, Federal or other governmental departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Awardee in the name of the Town.

- 7) The Awardee will acknowledge that it is familiar with the provisions of law dealing with municipal corporations, particularly those relating to the construction of projects within the authorized amounts. Therefore, said Awardee will agree to design the Project and arrive at its estimated final probable construction cost in such a manner as to allow the Town to build the Project at an amount which will not exceed the authorized amount.

In the event that the bid amounts for the construction of the Project should exceed the Awardee's estimated final probable construction cost, the Town reserves the right to either cancel the agreement or any portion thereof, or instruct the Awardee to redesign the plans so that the construction cost can come within the authorized amount. Any required redesign to bring the Project cost to within the authorized amount shall be done by the Awardee at no additional cost to the Town.

- 8) The Awardee shall design and assume responsibility for the sufficiency and adequacy of the design, plans and specifications and shall represent, in writing, to the Town that the design, plans and specifications will accomplish the purpose intended by the Town, to the Awardee's best professional knowledge and belief.

In the event, however, that the Awardee has, because of the existing state of knowledge within the profession, any reservations with regard to any aspect of the design of the Project, it shall submit for review by the Town its reservations, enumerating with specificity, in writing, the reservations and the reasons therefore. Upon review of said reservations, the Town may, at its option, either accept the reservations or require the Awardee to redesign the Project without additional cost to the Town.

If, in the opinion of the Awardee, any additions or changes of plans recommended or directed by the Town will increase the cost of the work beyond the estimated probable construction cost, the Awardee shall not incorporate said changes in its design unless specifically authorized and directed to do so by the Town. The Awardee shall advise the Town in writing of all costs due to the additions and changes as well as a detailed breakdown of same, prior to the authorization.

- 9) The Town will provide the Awardee, within a reasonable period of time after being requested, with complete information concerning the requirements of the Project.
- 10) The Town will provide legal access, including the negotiation of access agreements and easement agreements, so that the Awardee may enter upon public and private lands as is required for the Awardee to perform such work and inspection in the development of the Project.
- 11.) The Town will give thorough consideration to all the Awardee's requests and proposals and shall inform the Awardee of all decisions within a reasonable time.

- 12) The Town will hold all required public hearings and serve all required legal notices.
- 13) The Awardee shall provide the Town with any necessary topographical and property line surveys required for design purposes unless the Town directs the Awardee to perform more detailed surveying under the Special Services provisions of the agreement (Section III.B.(6) above).
- 14) The Town will furnish the Awardee with a copy of the design and construction standards, if any, and the Awardee agrees to consider and incorporate same in its design. However, if the Awardee, in its professional judgment deems an alternate design to be more desirable, then the same may be incorporated in the Awardee's design, provided it obtains the prior written approval of the Town.
- 15) The foregoing practices may be supplemented or modified, in writing, by the Town.
- 16) Notwithstanding any of these provisions, the Awardee shall, in all cases, conform to any special requirements of other governmental agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like. Copies of all correspondence received and sent by the Awardee relative to this work shall be provided to the Town.
- 17) The Awardee shall prepare and distribute minutes of all meetings held relevant to the Scope of Services.
- 18) The Awardee, on a monthly basis, shall prepare a letter reporting on its monthly activities, progress and any unresolved problems that are impeding the performance of the Project.

#### **D. NON-RELATED SERVICES**

In addition to any services performed by the Awardee in relation to the above Project, the Town may also utilize the services of the Awardee on work not specifically classified herein. The nature and scope of such special services shall be described in a letter from the Town to the Awardee, directing them to proceed with any work as may be authorized by the Town.

Any and all testing work required under the agreement shall be subject to the approval of the Town prior to undertaking any such testing program. The Town will determine if it is in its best interests to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

The Awardee shall review the testing results and shall state, in writing, that they are

acceptable or unacceptable. If private testing laboratories are used, the Awardee shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

**E. CHANGE ORDERS**

In any instance involving the Awardee's change orders to contractors, the Awardee is required to obtain written authorization from the Town, as to the details and cost of the proposed change order prior to authorizing the contractors to proceed with the work provided for under the change order. In those instances, when the Awardee must issue a change order on an emergency basis, the Awardee shall contact the Town as soon as reasonably practical to obtain the Town's authorization to proceed with the work required by the change order. The authorization shall be confirmed in writing.

**F. CONSULTANT LIABILITY**

The Awardee shall be responsible for all damage to like and property due to activities of the Awardee, its sub-contractors, agents or employees, in connection with its services under this agreement. The Awardee specifically agrees that its sub-contractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the Awardee shall indemnify, defend and save harmless the Town from claims suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Awardee under this agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this provision, shall include, in addition to negligence founded upon tort, negligence based upon the Awardee's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this provision or in the agreement shall create or give to third parties any claim or right of action against the Awardee or the Town beyond such as may legally exist irrespective of this provision of the Contract.

**G. INSURANCE**

The Awardee agrees to procure and maintain the following insurance coverage in the amounts specified during the course of the agreement:

- 1) Commercial General Liability insurance covering the liability of the Awardee

including Contractual insurance defending, indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00.

- 2) Professional errors and omissions insurance in the minimum amount of \$1,000,000.00.
- 3) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2).
- 4) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(2)
- 5) Valuable papers insurance in the minimum amount of \$100,000.00.

At the time of execution of the Contract, the Awardee shall furnish the Town with certificates of insurance evidencing the required coverage. All certificates of insurance shall provide that the policies shall not be changed or cancelled unless thirty (30) days prior notice is given to the Town. Additionally, the commercial general liability coverage shall name the Town of North Hempstead, and its agents, employees, and representatives, as additional insureds.

#### **H. EXTRA WORK**

If the Awardee is of the opinion that any work that it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall promptly notify the Town of that fact, in writing. The Town shall be the sole judge as to whether or not such work is beyond the scope of this Contract and constitutes "extra work." In the event that the Town determines that the work constitutes "extra work," it shall provide extra compensation to the Awardee upon a fair and equitable basis.

The Awardee shall not commence any extra work until authorized to do so in writing by the Town.

#### **I. SURRENDER OF DOCUMENTS**

Upon termination or completion of the Contract, the Awardee shall surrender, within fifteen (15) days to the Town, all data, reports, maps, surveys, CADD files, material specifications, contract budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs, and exhibits prepared, developed or kept in connection with or as a part of this Project. This section does not apply to any records or



documents pertaining to the operation of the Awardee's business. The Awardee may retain in its possession copies of those records or documents which it considers necessary for proof of performance.

**J. INDEPENDENT CONTRACTOR**

The Awardee, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Town by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, Workers' Compensation coverage, Disability benefits coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

The Awardee shall not engage, on a full-time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or Town except regularly retired employees, without the consent of the public employer of such person.

**K. ERRORS OR OMISSIONS IN PLANS**

The Awardee agrees that in the event that errors or omissions are found in the plans after any construction contract(s) has been awarded, and these errors or omissions are errors or omissions of negligence on the part of the Awardee and the rectification of these errors or omissions results in increased costs, whether design, construction or other, the Awardee shall be liable for all additional costs incurred (above and beyond what normally would have been the original cost to the Town) as a result of any error or omission of the Awardee, the Awardee's agents or employees.

**L. WRITTEN PROPOSAL SUBMISSION ELEMENTS**

Satisfactory Proposals shall be comprised of the following:

- 1) Narrative Response (to be included in the Proposal document near the beginning) shall include:
  - a) Service Summary: This should provide a description of the key points of your Proposal, specifically addressing why your firm is qualified to provide architectural and engineering services in connection with the Scope of

Services of the Project. **THE EMAIL ADDRESS, TELEPHONE NUMBER, AND FACSIMILE NUMBER** of your Proposal's contact person must be included in your cover letter.

- b) Design Intent: Provide a statement explaining the design philosophy, use of materials, and environmental contextualization that your team intends to pursue for the Project.
- c) Qualifications: Provide background information on your firm, including but not limited to:
  - i) business overview
  - ii) age of the business
  - iii.) names, addresses and position of all persons having a financial interest in the company
  - iv) state of formation (as applicable)
  - v) the number of employees
  - vi) annual revenue of the respondent
  - vii) names and resumes of principles and team members
  - viii) summary of relevant accomplishments, particularly those involving services similar to those required for the Project, and work previously completed for the Town.
  - ix) any other information that will permit the Town to determine capability of respondent to meet all contractual requirements.
  - x) Identify:
    - (1) Has your firm ever been cited by any authority for unscrupulous practice? If yes, provide details.
    - (2) Does your firm have any past or present suits with any current or former customers? If yes, provide details.
- d) Fees/costs: Provide information pertaining to "not to exceed" fees or costs, including the fully burdened billable hourly rates charged for the services of employees of the firm. In addition to being organized pursuant to an employee roster, fees and costs should be listed for out-of-pocket expenses. Awardee should include a detailed breakdown of man-hours to be billed for the project, organized by task.
- e) If available, a copy of the most recent Dun and Bradstreet Financial Report (complete full report) on your firm, as well as any updates subsequent to the date of the complete report.
- f) If available, two (2) years most recent annual financial statements and all

quarterly reports of financial statements since the last available annual financial statement, in form and content satisfactory to the Town.

- g) A copy of the professional license(s) issued by the State Department of Education with respect to performing architectural and engineering services, and proof of licensure to do business in New York State.
  - h) A list of any sub-consultants who may be used to perform the Work,
  - i) Additional information that you believe pertinent to the Town's requirements. (Please include your company/team internet links to websites.)
- 2) References: Names, titles, addresses and phone numbers of key contacts for five (5) customers, particularly those for whom the respondent has undertaken projects similar to the Project.
  - 3) Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.
  - 4) Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm's business, or has any of your firm's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
  - 5) A description of any action, suit, proceeding or investigation pending or threatened against your firm including, without limitations, or any proceeding known to be contemplated by government authorities or private parties.
  - 6) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your firm's business which is still pending, or has any of your firm's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments or charges and surrounding circumstances in detail.
  - 7) Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your firm has not actively participated in the production thereof; or been investigated by the Department of State for such activity? If so, please describe any such circumstances in detail.

- 8) Resumes: Please provide resumes of the individuals who would comprise your operational team and the principal-in-charge. Describe only the people who would actually work on the Town's account. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements. Provide an organizational chart.
- 9) Conflicts of Interest:
  - a) Please disclose:
    - i) Any material financial relationship that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
    - ii) Any family relationship that any employee of your firm has with a member, employee, or official of the Town that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
    - iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
  - b) Please distribute any procedures your firm has, or would adopt, to assure the Town that a conflict of interest would not exist for your firm in the future.
- 10) The Non-Collusive Proposal Submission Certification signed by a duly authorized representative of the Proposer, attached hereto and made a part hereof.

**M. PRESENTATION**

The Proposer whose Proposal is recommended for selection by the Committee may be required to answer questions and present their submission to the Supervisor or Town Board members before being awarded the Contract.

**IV. ADDITIONAL CONDITIONS AND INFORMATION**

- 1) All materials submitted in response to the RFP will become the property of the Town.
- 2) The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the Town as a result of such discussions.

- 3) The Town reserves the right to negotiate separately with any source whatsoever.
- 4) The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this procurement.
- 5) Respondents are advised that with respect to this RFP, no contact with the Town personnel in any way related to this solicitation is permitted, except as shall be authorized by the employee designated herein as the Town's contact person as identified in Section II (D) hereof.
- 6) Each Proposal prepared in response to this RFP will be prepared solely at the cost and expense of the respondent with the express understanding that there will be no claim whatsoever for reimbursement from the Town.
- 7) Submission of a Proposal in response to this RFP shall constitute an offer on the part of the successful respondent to become the Awardee, and to enter into a contract to undertake or complete the Project.
- 8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Town.
- 9) The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties or any nature that may arise in connection with the Webpage on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
- 10) Each proposer acknowledges that the services to be performed as described in this RFP may be funded by monies received from the federal government. As such, the following terms and conditions will be included in any agreement between the Town and the successful Firm for the services, in addition to such contractual terms and conditions as may be required by the Town:
  - a. Terms relating to termination for cause and convenience by notice to the Firm. Such terms will include that the Town will pay the firm for the services rendered in proportion to the services to be rendered in accordance with the agreement.
  - b. A covenant by the Firm that is not listed on the governmentwide Excluded

Parties List System in the System for Award Management (SAM), in accordance with the IMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension” and that the Firm will not subcontract with any party listed on the above-referenced list. Along with its response to this RFP, each proposer shall complete and submit the “Debarment and Suspension Certification” attached to this RFP.

- c. A certification stating that (a) no Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement and (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. Along with its response to this RFP, each proposer shall complete and submit the “Byrd Anti-Lobbying Amendment Certification” attached to this RFP.
- d. A representation that the Town shall not be liable for any amounts over and above the amount stated in the agreement as consideration for the full and complete performance of the services listed in the agreement and that, if the firm incurs costs in excess of the amount of consideration stated in the agreement, the contractor will not be entitled to reimbursement, and the Town shall not be responsible to make reimbursement, of such excess costs.
- e. Provisions relating to compliance with the federal Clean Air Act and the Federal Water Pollution Control Act.
- f. Equal Opportunity Employment provisions stating:
  - (a) The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Firm will include the portion of the sentence immediately preceding paragraph (1) rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

- g. Terms and conditions relating to Minority and Women-Owned Business Enterprise participation stating: "In accordance with Section 7(H) of the Town's Procurement Policy, the Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used whenever possible in subcontracting the services described in this Agreement. The term "Affirmative Steps" includes:

- (1) "Placing qualified small and minority businesses and women's business enterprises on solicitation lists. Contractor shall, prior to soliciting subcontractors, conduct research to locate minority businesses, women's business enterprises and businesses with labor surplus areas that have the potential to provide the materials, supplies or services that are the subject of the solicitation and research labor surplus areas in which the materials, supplies or services may be provided.
- (2) "Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources. The businesses found by the procuring department shall be contacted and provided copies of the bid or other solicitation released by the procuring department.
- (3) "Dividing total requirements, when economically and technically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. An example of this would be dividing a total



construction contract into electrical, HVAC, plumbing and general construction work.

- (4) “Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises. The procuring department could accomplish this by taking into account the distance of particular businesses from the Contractor and the business’ resources.
  - (5) “Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
  - (6) “The Contractor, prior to entering into an agreement with a subcontractor, shall obtain the approval of the Town. The Contractor’s request for approval shall contain documentation adequate to demonstrate the Contractor’s compliance with the terms of this Section.”
- h. Such other provisions as may be required by Part 200 of Title 2 of the Code of Federal Regulations and described in Appendix II to such Part.

### **NON-COLLUSIVE PROPOSAL SUBMISSION CERTIFICATION**

By submission of this proposal, each proposer and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Proposer and that the foregoing statements are true and accurate.

Name of Proposer:

Signature of Authorized Representative

\_\_\_\_\_

Title \_\_\_\_\_

Date\_\_\_\_\_

**Stabilization of Slopes at the Beacon Hill Property, Port Washington**  
**DPW Project No. 15-21**  
**Fee Proposal Sheet**

**TASK ONE**

1. Cost for Part 1 – Design for 3 Phases of Construction \_\_\_\_\_
  - 1a. Cost for Metes and Bounds Survey (if needed) \_\_\_\_\_
2. Cost for Part 2 – Construction Support, including Preparation of As-Built documents \_\_\_\_\_
3. Estimated Cost for Materials Testing Fees \_\_\_\_\_
4. Cost for Part 4 – Estimating & Technical Assumptions \_\_\_\_\_

**TASK TWO**

1. Cost for Part 1 – Design of Improvements to Tee Box At Harbor Links Golf Course \_\_\_\_\_
2. Cost for Part 2 – Construction Support, including Preparation of As-Built documents \_\_\_\_\_
- Total Project Cost (Not-to-Exceed) \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Name of Company)

Name of Authorized Representative:

\_\_\_\_\_  
(Print Name)

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**Debarment and Suspension Certification**

The Bidder/Offeror certifies to the best of his or her knowledge and belief, that:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Name of Contractor: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Sworn to before this this \_\_\_\_\_

Day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

### **Byrd Anti-Lobbying Amendment Certification**

The Offeror/Bidder certifies, by submitting this offer or bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Sworn to before this this \_\_\_\_\_

Day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

## APPENDIX ONE

### PHOTOS OF TEE BOX AT HARBOR LINKS GOLF COURSE





